

**A SUBSTITUTE RESOLUTION
BY THE PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

A SUBSTITUTE RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE THE LAWSUIT STYLED ANNIE MAE WILLIAMS, ET AL. V. JEFFERY K. CRENSHAW, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, CIVIL ACTION FILE NO. 1:00-CV-0053-MHS, IN THE AMOUNT OF THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00).

WHEREAS, Annie Mae Williams, as Administratrix of the estate of John Frank Brown, and Shanita Sharpe, as the natural Guardian and Next Friend of John Frank Brown Jr. and Jontavione Sharpe, the surviving children of John Frank Brown, (hereinafter, "Plaintiffs") filed this lawsuit on January 10, 2003; and

WHEREAS, Plaintiffs initially filed their lawsuit against Atlanta Police Officer Jeffery K. Crenshaw in his individual capacity and asserted these causes of action pursuant to 42 U.S.C. §1983: (1) Officer Crenshaw violated Brown's Fourth Amendment rights by arresting him without probable cause; (2) Officer Crenshaw violated Brown's Fourth Amendment rights by using excessive force in arresting him; and (3) Officer Crenshaw violated Brown's Fourth Amendment rights by failing to promptly provide him medical care. Additionally, Plaintiffs brought state law claims of false arrest, false imprisonment, assault, battery, and intentional infliction of emotional distress against Officer Crenshaw; and

WHEREAS, the Court granted Officer Crenshaw's motion for summary judgment as to all of Plaintiffs' claims except their Fourth Amendment excessive force claim; and

WHEREAS, Plaintiffs allege that Officer Crenshaw violated Brown's rights under the Fourth Amendment of the U.S. Constitution and 42 U.S.C. §1983 when Officer Crenshaw attempted to arrest Brown as a result of his fleeing a house where Officer Crenshaw responded to a trespassing call. Specifically, Plaintiffs allege that the amount of force used by Officer Crenshaw to subdue and arrest Brown was excessive, ultimately contributing to Brown's death; and

WHEREAS, the Court found that genuine issues of material fact exist as to whether the amount of force used by Officer Crenshaw was justified; and

WHEREAS, the Court denied Officer Crenshaw qualified immunity with respect to Plaintiffs' excessive force claim because the law was clearly established at the time of this incident that the use of excessive force in the course of an arrest was a violation of the Fourth Amendment as applied to the states under the Fourteenth Amendment; and

WHEREAS, after the Court ruled on Officer Crenshaw's summary judgment motion, Plaintiffs amended their Complaint to add the City of Atlanta (hereinafter, "the

City”), as a defendant in September 2001, asserting the following causes of action: (1) The City failed to provide Officer Crenshaw with adequate training; (2) the City failed to provide Officer Crenshaw with adequate supervision; (3) the City failed to enact and follow adequate procedures for investigating excessive force complaints against its police officers, including Officer Crenshaw; (4) the City failed to enact and follow adequate procedures for investigating and disciplining officers, including Officer Crenshaw, engaged in a pattern of using unreasonable and excessive force on citizens of Atlanta; (5) the City of Atlanta failed to enact and follow adequate procedures for disciplining police officers for unconstitutional misconduct; (6) the City has tolerated, condoned and ratified a pattern of tortious conduct by police officers, including Officer Crenshaw, employed by the City; (7) the City has ratified the actions and conduct of Officer Crenshaw as being consistent with the policies and procedures to be followed by officers employed by the City; (8) the seizure of John Frank Brown was unreasonable and unconstitutional; and (9) the City is liable for Plaintiffs’ attorney’s fees; and

WHEREAS, the Court granted the City total summary judgment with respect to all of Plaintiffs’ claims against the City of Atlanta; and

WHEREAS, the City has determined that it is in the best interests of the City to execute a settlement with Plaintiffs on behalf of Officer Crenshaw with respect to the excessive force claim that remains against Officer Crenshaw; and

WHEREAS, the City shall execute any Consent Orders with the Court to effectuate the settlement.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the City Attorney is authorized to settle the case of Annie Mae Williams, et al. v. Jeffrey K. Crenshaw, Civil Action No. 1:00-CV-0053-MHS, United States District Court for the Northern District of Georgia, for a total amount of \$350,000.00 to be paid to the attorney for Plaintiffs, Martin & Jones.

BE IT FURTHER RESOLVED THAT the Settlement Agreement will not be binding upon the City and the City will incur no liability under it until it has been executed by the Mayor, attested by the Municipal Clerk, approved by the City Attorney as to form and duly executed by the parties.

BE IT FURTHER RESOLVED THAT the Settlement Agreement shall provide that in exchange for the above payment, Plaintiffs release the City and its employees and officers including Officer Crenshaw from any and all claims, which were or could have been raised in Plaintiffs’ Complaint in the court action.

BE IT FURTHER RESOLVED THAT the Settlement Agreement shall provide that the settlement herein authorized shall not be deemed an admission of liability or wrongdoing on the part of Officer Crenshaw, the City of Atlanta, or any of its officers or employees, and that Officer Crenshaw shall be dismissed from the case with prejudice.

BE IT FURTHER RESOLVED THAT the City Attorney is authorized to approve as to form and execute the Settlement Agreement and any Consent Orders on behalf of Officer Crenshaw.

BE IT FURTHER RESOLVED THAT the Chief Financial Officer is further authorized and directed to issue a check in the voucher of the City Attorney in the aggregate sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) as the City Attorney directs in conformity with the Settlement Agreement, and to charge such sum to Account No. 1A01-529017-T31001.